B & B Gallo Pest Control Services, Inc. *and* Local 522, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 29-CA-8310

December 1, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

On July 22, 1982, Administrative Law Judge Eleanor MacDonald issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and the Respondent filed a reply to the exceptions of the General Counsel to the Decision of the Administrative Law Judge.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions[2] of the Administrative Law Judge and to adopt her recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, B & B Gallo Pest Control Services, Inc., Bethpage, New York, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, except that the attached notice is substituted for that of the Administrative Law Judge.

[1] The General Counsel has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing her findings.

[2] In adopting the Administrative Law Judge's conclusion that Respondent did not make unilateral changes by granting wage increases, we find it unnecessary to rely on her findings that such increases had been granted regularly and that there was no evidence that the Union viewed the Respondent's interpretation of the contract as a violation or protested the Respondent's pay practices during the contract term.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The Act gives employees the following rights:

To engage in self-organization

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To engage in activities together for the purpose of collective bargaining or other mutual aid or protection

To refrain from the exercise of any or all such activities.

WE WILL, upon request, recognize and bargain with Local 522, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative of our employees in a unit of:

All full-time and part-time exterminators employed by B & B Gallo Pest Control Services, Inc., excluding office clerical employees, guards, watchmen and supervisors as defined in the Act, with respect to wages, hours and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

B & B GALLO PEST CONTROL SERVICES, INC.

DECISION

STATEMENT OF THE CASE

ELEANOR MACDONALD, Administrative Law Judge: This case was heard in Brooklyn, New York, on March 4 and 5, 1982. The charge was filed by the Union on September 18, 1980, and the complaint issued on November 13, 1980, alleging that Respondent unilaterally changed existing terms and conditions of employment, bargained directly with its employees, promised its employees benefits to induce them to abandon the Union, withdrew recognition of the Union, and refused to bargain with the Union in violation of Section 8(a)(1) and (5) of the Act.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due considera-

tion of the brief filed by Respondent on May 24, 1982, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Respondent, a New York corporation, is engaged in providing extermination and related services at its principal office in Bethpage, New York, and a smaller location in Wyckoff, New Jersey. Annually, Respondent performs services valued in excess of $50,000, of which services valued in excess of $50,000 are performed for various enterprises located inside the State of New York, each of which enterprises annually produces goods valued in excess of $50,000 which it ships directly to customers located outside the State of New York. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Contract*

Since October 1974, Respondent and the Union have been parties to two successive 3-year collective-bargaining agreements. The last such agreement had a term from October 1, 1977, to September 30, 1980. The contract covered "employees" and excluded "office clerical employees, guards, watchmen and supervisors as defined in the National Labor Relations Act."[1]

Paragraph 8 of the contract entitled "Wages" provides:

> All new employees shall be hired at the following rate:
>
> Start—$150; 30 days—$160; 6 months—$170; 1 year—$180; 18 months—$195; 24 months—$210; 30 months—$215.

Paragraph 9 dealt with work clothes and car allowance, and further contained the following provisions:

> c. All present employees that are presently at the top rate ($182) shall receive as follows:
>
> 10/01/77—$200 per week
> 10/17/78—$210 per week
> 10/17/78—$220 per week
>
> d. Experienced employees could be hired at a higher rate than the minimum starting rate.

The contract contained the following paragraph 4 entitled "Stewards:"

> The Employer recognizes the right of the Union to designate steward and/or alternates.
>
> The authority of stewards and/or alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:
>
> A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
>
> B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing, or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
>
> C. Stewards and/or alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action by the Union.
>
> D. The Employer recognizes these limitations upon the authority of stewards and/or alternates, and shall not hold the Union liable for any unauthorized acts in violation of this agreement.
>
> E. Stewards shall be permitted to investigate, present and process grievances without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

The contract contained no mention of commissions nor of incentive rates.

B. *Background*

There is no serious dispute as to the facts in this case; only the conclusions to be drawn from them are in question.

The testimony shows that Edward Smith, who was employed by Respondent for 7 or 9 years, until May 1980, was the union shop steward at B & B Pest Control.[2] He and Michael Bentivegna, Jr., president of Respondent, handled most problems directly between themselves. Smith attended monthly union meetings where he communicated with Andrew Barral, the secretary-treasurer of Local 522, when necessary.[3]

Smith recalled that an incentive plan was instituted to encourage the employees to cover more locatons per day rather than spending their extra time in a bar if they had completed their work earlier than expected. Bentivegna and Smith discussed the plan, and Smith then discussed its details with Barral at a union meeting. Barral had no objection to the plan as long as the employees were being paid at least union scale. No memorandum of the plan was ever drawn up and signed. After Barral gave his assent, Smith discussed the plan with the employees

[1] The evidence shows that in the week ending July 30, 1980, there were six unit employees on Respondent's payroll.

[2] Smith was a credible witness and tried to give accurate testimony. However, he had trouble recalling dates, although he seemed to have no difficulty recalling conversations and other events.

[3] The General Counsel showed that in 1977 when a problem arose concerning the use of company cars, Bentivegna met with Barral and Smith and the matter was settled in a written memorandum dated October 10, 1977. Bentivegna testified that he had been compelled to deal with Barral in that instance because Smith did not want to handle the matter.

who expressed a willingness to try it. The plan has been in effect continuously from spring or summer of 1978, until the present, and is strictly voluntary. Bentivegna testified that in dealing with Smith about the incentive plan he believed he was dealing with the Union, and that he had never received any protest from Local 522.

Gerard Jioscia testified that for the last 4 years (since 1978), he has been the union business agent responsible for handling relations with Respondent. He was unaware of any requests to modify the contract. Jioscia had never visited Respondent's premises during the period that he was responsible for administering the contract. Jioscia did not know whether there was a shop steward, nor could he recall whether he had ever communicated with any of the employees.[4]

On June 1, 1981, Bentivegna received a form letter from the Union signed by Andrew Barral, secretary-treasurer, on which a label was pasted bearing the name and address of Respondent.

The letter stated:

> Please be advised that any contract memorandum, amendment or consent that is required to be executed by Local 522 must be approved and executed by its Secretary-Treasurer.
>
> No other official is authorized to sign such documents.

The evidence shows that some of Respondent's unit employees (Maisevich, Heiss, and Pumelia) have been paid at weekly rates which exceed those specified on the face of the contract. Thus, Maisevich, who was hired in March 1980, at $200 per week, was given a raise at his request to $225 per week in the week ending July 15, 1980. In addition, Maisevich received commissions on materials used on the job and on supplies left with customers.[5] Bentivegna testified that such commissions are standard in the industry and have always been paid by Respondent.[6] Bentivegna testified that it was his understanding that the collective-bargaining agreement permitted an experienced employee to be hired above the scale.

The testimony of Maisevich and Bentivegna shows that, when Maisevich was hired, he was made aware of the precarious financial situation of Respondent and was told that he would be given a supervisory position on the New Jersey route as soon as that route could be built up to a point where it warranted full-time service. Maisevich had been recruited by John Ayala, Respondent's service manager and Maisevich's old friend. One day in the spring of 1980, shortly after Maisevich joined Respondent, he, Ayala, and Bentivegna were out on a termite job. According to Maisevich, Bentivegna told him that, when the Company finished paying off its debts in a few years, Bentivegna hoped to institute a profit-sharing plan and purchase company cars for the employees' use.[7] Bentivegna testified that, although he had expressed a "hope" concerning a profit-sharing plan, he never promised any employee that he would be placed into such a plan.

Maisevich testified that he "might have" told Bentivegna that he did not want to be a member of Local 522 at the time he was hired and was informed that Respondent's employees were represented by the Union. He stated that neither Bentivegna nor Ayala had ever suggested that they wanted to be rid of the Union. Maisevich had no contact with any representative of the Union while he was employed by Respondent.

On July 25, 1980, Maisevich wrote to the Union withdrawing his membership as of September 30, 1980. He had discussed his letter with his fellow employees before drafting it.[8] The employees discussed the fact that they did not need the Union because the Union had never communicated with them or done anything for them. At that point, Maisevich believed the employees were receiving more than the contract rate and better benefits than the contract provided.[9] After his letter was typed, Maisevich had copies made in the office, but he did not recall giving a copy to Bentivegna. Hank Heiss wrote a letter dated July 24, 1980, resigning from the Union. Heiss could not recall giving a copy to anyone, although he made several copies of the letter on the office machine.[10]

Bentivegna received a copy of Heiss' letter which he found on his desk. He also testified that Maisevich gave him a copy of his letter.

On July 15, 1980, the Union had sent a letter to Respondent demanding negotiations for a successor agreement to the one due to expire on September 30, 1980. In response, Bentivegna sent a letter dated July 25, 1980, which stated:

> By reason of information that I have received from the interested parties, Hank Heiss and Greg Maisevich, I consider my contract with Local 522 terminated as of September 30, 1980.

Thereafter, the Union informed Respondent that, if it refused to negotiate, the Union would file charges with the Board, and the Union made further efforts to begin negotiations before the end of the contract term on July 31 and September 11, 1980. However, Respondent did not reply and no negotiations were ever conducted by the parties.

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[4] Under the Union's bylaws, the secretary-treasurer of the Union appoints shop stewards.

[5] Maisevich apparently did not participate in the incentive plan.

[6] The General Counsel apparently does not contend that the payment of commissions violates the collective-bargaining agreement.

[7] Respondent's financial position had suffered a decline when Bentivegna had a heart attack a few years before.

[8] One of these employees was John Aguiar. Maisevich said other employees had written such letters.

[9] The evidence does not show that the employees were receiving higher benefits than provided for by the contract. Maisevich referred to higher medical benefits, but the contract merely specifies that the employer shall provide Blue Cross/Blue Shield without specifying the amount of the policy. The Employees' belief that the medical benefits were due to the largesse of the Employer and not the requirements of the contract was probably due to the Union's lack of communication with the employees. Further, in response to a leading question by the General Counsel, Maisevich stated that all the employees were being paid above the contract rate. However, the payroll records do not show this to be true.

[10] Bentivegna testified that the machine is set automatically to make a file copy of anything reproduced thereon, and that he makes it a practice to look at all copies placed in this file.

Maisevich testified that he addressed a letter dated August 14, 1980, to the Regional Office of the Board, stating that the "following individuals no longer wish to be represented by Local 522 and, therefore, request their names to be withdrawn from the Union, or do not wish to join the Union." The letter was drafted after Maisevich called a Regional Office of the Board and was advised by a Board agent that he needed at least 30 percent of the employees to sign the document. In addition to Maisevich's signature, the letter was signed by 6 other employees.[11] No member of management or supervision encouraged the writing of this letter, according to Maisevich; he did not give a copy to Bentivegna. On September 8, 1980, Maisevich filed a decertification petition with the Board. Eventually, Maisevich was advised that the petition was not timely filed and he withdrew it.

Bentivegna obtained a copy of the letter of August 14, 1980, signed by Maisevich and the six other employees. He denied that he or anyone in supervision had ever attempted to force the employees to reject representation by Local 522. There is no record evidence that Respondent instigated any of the employee letters.

C. *Positions of the Parties*

The General Counsel points out that in 1977 when a problem arose concerning compensation for the use of employees' cars, the resulting settlement was memorialized in a written memorandum signed by Bentivegna and Barral. The General Counsel urges that a violation of the Act occurred when, in 1978, Bentivegna implemented the incentive plan after discussion with shop steward Ed Smith and without any written memorandum signed by the Union.

The General Counsel argues that employees were not paid the wage rates set forth in the contract. Although conceding that Maisevich could be hired at a higher than minimum rate, the General Counsel urges that the contract did not permit Maisevich to be given the raise he was subsequently granted by Respondent, and the General Counsel argues that Respondent undercut the Union by granting Maisevich a raise on July 15, 1980, just before Maisevich wrote his letter withdrawing from the Union.

The General Counsel states that it has not been proven how Bentivegna received copies of Maisevich's and Heiss' letters withdrawing from the Union, and that Bentivegna refused to bargain with the Union when only two out of six exterminators had withdrawn from the Union. Thus, the General Counsel concludes, Respondent had no independent knowledge sufficient to form a good- faith doubt as to the Union's continued majority status when it withdrew recognition from the Union.

The General Counsel urges that Bentivegna promised his employees that he would implement a profit-sharing plan when the debt of Respondent was cleared in "a year or so," and that he hoped to be able to have new company cars for the employees. The General Counsel concludes that these promises were made to undermine the Union and violated Section 8(a)(1) of the Act.

Respondent argues that the General Counsel has not shown that the Union represented a majority of the unit employees when Respondent refused to negotiate with the Union. Respondent urges that Bentivegna dealt in good faith with Ed Smith as the union shop steward and that the Union gave Bentivegna no notice until June 1, 1981, that only the secretary-treasurer could approve amendments to the contract. Finally, Respondent urges that Bentivegna took no action designed to undermine the Union, and points out that the collective-bargaining agreement and "long standing policy" permits higher pay for more experienced employees.

D. *Discussion and Conclusions*

1. The incentive plan

The General Counsel urges that the collective-bargaining agreement does not give a shop steward the right to agree to an incentive plan and that its institution was an unlawful unilateral change by Respondent.

From the testimony of the witnesses it is clear that, except for one instance in 1977, Bentivegna and Smith settled between themselves all the problems that arose at the workplace. Further, it is well established that Local 522 did not maintain communications with Respondent or its employees other than through the shop steward. The union business representative had apparently never been active on behalf of Respondent's employees. In those circumstances, it would be natural for Bentivegna to rely on Smith's assent to the institution of the incentive plan on behalf of the Union. Although Smith told Barral of the incentive plan, Barral did not demand a written memorandum nor did he object to the plan at any time. Barral only wished to be reassured that employees would not receive less than the minimum contract rate. I find that Bentivegna did not act unilaterally when he instituted and maintained the incentive plan.[12]

2. Higher wage rates

The contract specified only those wage rates applicable to newly hired employees and to employees at the top rate, but seemed to contain no provision for any increase for employees on staff who had not reached the top rate by October 1, 1977. Further, although the contract recognized that experienced employees could be hired above the minimum, no guidelines were given for regular pay increases for those employees. Thus, it is apparent that the contract, as written, did not deal exhaustively with all situations that might arise regarding the wages of Respondent's employees and that the language was subject to interpretation by the parties.[13] Bentivegna

[11] Henry Heiss, Jonathan Shafer, Steven Washio, a temporary employee, Doug Pumelia, Catherine Smith, and Jon Aguiar. They all received photocopies of the document.

[12] The contractual limitation on the shop stewards' powers is designed only to foreclose union liability for wildcat strikes. Furthermore, the steward has the authority to transmit messages. Finally, the letter of June 1, 1981, from Barral shows that the Union was aware that in the past amendments had been made without the concurrence of the secretary-treasurer in writing.

[13] The Supreme Court has recognized that collective-bargaining agreements contain "gaps" which are to be "filled in by reference to the prac-

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testified that he believed that paragraph 9D, which gave him the power to hire experienced employees at above the minimum also gave him the power to grant them wage increases. Indeed, Bentivegna had regularly granted such increases. There was no testimony that the parties by custom and practice had interpreted their contract in any contrary way nor that the Union viewed this interpretation as a violation.[14] The Union did not protest Respondent's pay practices during the contract term nor did the union witness at the hearing offer an interpretation of the contract at variance from that offered by Bentivegna.

Thus I find that Respondent did not make unilateral changes by granting wage increases to certain of its employees for the reason that the custom and practice of the parties in the administration of the contract had permitted the increases.

3. Profit-sharing plan

I do not find that Bentivegna's vague musings about the future of his Company and his desire for a profit-sharing plan and company cars amounted to promises which could reasonably have the tendency to undermine the Union. Bentivegna made his statement to a supervisor and to Maisevich, who was hired with the understanding that he would one day supervise the New Jersey operation. None of the other employees ever heard of hopes for a profit-sharing plan. Thus, I do not find the statement that Bentivegna "hoped" one day to have a profit-sharing plan violated Section 8(a)(1) of the Act.

4. Refusal to negotiate a successor agreement

It has long been established that during the first year of its certification, a union enjoys a nonrebuttable presumption of majority status absent unusual circumstances, and thereafter the presumption is rebuttable by showing that an employer entertains a good-faith doubt of the Union's continuing majority. *Celanese Corporation of America*, 95 NLRB 664 (1951). A similar rule applies to a contracting union. After the expiration of the contract, the presumption of majority status may be rebutted by showing the good-faith doubt of the employer, based on objective considerations, that the Union no longer represents a majority of the employees or by showing that, when the employer refused to bargain with the Union, it in fact no longer represented a majority of the employees. *Impressions, Inc.*, 221 NLRB 389 (1975). An employer's good-faith doubt of the union's continued status as the representative of a majority of the unit employees is not established merely by showing that a majority of employees do not belong to the union,[15] nor by the fact that a decertification petition has been filed,[16] nor even by the fact that a majority of employees have resigned from the union.[17] The employer must show sufficient evidence to support the reasonable good-faith doubt upon which the withdrawal of recognition was based and, of course, the evidence must have been known to the employer at the time of the withdrawal.[18]

In the instant case, Respondent first refused to bargain for a successor contract on July 25, 1980. On this date, Bentivegna had notice that two out of a total of six unit employees had resigned from the Union. Thus, even if it could be assumed that the letters of resignation also operated to disavow any desire for representation by the Union—and the letters do not on their face contain a disavowal—a majority of Respondent's employees had not expressed themselves as rejecting representation by the Union. I conclude that on July 25, 1980, when Bentivegna refused to negotiate, he did not have a reasonable good-faith doubt of the Union's continued majority status. Therefore, Respondent violated Section 8(a)(5) and (1) of the Act when it refused to meet and negotiate with the Union. The employees' later efforts to repudiate representation by the Union are thus tainted by Respondent's prior unlawful refusal to bargain and cannot be used to show that the Union no longer represents a majority of the unit employees.[19]

CONCLUSIONS OF LAW

1. B & B Gallo Pest Control Services, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. All full-time and part-time exterminators employed by Respondent excluding office clerical employees, guards, watchmen and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. The Union is the exclusive collective-bargaining representative of the employees in the above-described unit.

5. By refusing since July 25, 1980, to recognize and bargain with the Union as the exclusive collective-bargaining representative of its employees in the appropriate unit set forth above, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

7. No other violations of the Act were committed.

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tices of the particular industry and of the various shops covered by the agreement." *Steelworkers* v. *Warrior Navigation Co.*, 363 U.S. 574, 580 (1960).

[14] The evidence shows that, in keeping with industry practice, Respondent's employees were paid commissions on certain sales. Yet the contract does not mention them and the General Counsel does not contend that the payment of commissions was an unlawful, unilateral change in wages.

[15] *Impressions, Inc., supra* at 403.

[16] *Muncy Corporation*, 211 NLRB 263, 270 (1974), enfd. 519 F.2d 169 (6th Cir. 1975).

[17] *Randle-Eastern Ambulance Service, Inc.*, 230 NLRB 542, 552 (1977). It may be that the employees are resigning to become "free riders" but that they nevertheless still desire union representation.

[18] *Orion Corp.* v. *N.L.R.B.*, 515 F.2d 81 (7th Cir. 1975).

[19] The circumstances under which an employer may show that the Union no longer represents a majority of its employees must be free of unfair labor practices. *Impressions, Inc., supra* at 403.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. It is further recommended that Respondent be ordered to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit set forth above as of July 25, 1980.

Upon the foregoing findings of fact and conclusions of law, upon the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[20]

The Respondent, B & B Gallo Pest Control Services, Inc., Bethpage, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to recognize and bargain collectively with the Union as the exclusive bargaining representative of the employees in the appropriate bargaining unit described above.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights under Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the purposes of the Act:

(a) Upon request, recognize and bargain with the Union as the exclusive representative of all employees in the appropriate unit described above with respect to rates of pay, wages, hours, or other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at all of its facilities copies of the attached notice marked "Appendix."[21] Copies of this notice, on forms provided by the Regional Director for Region 29, after being duly signed by Respondent's authorized representative, shall be posted by it immediately upon receipt thereof, and be maintained by it, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

IT IS ALSO RECOMMENDED that the complaint be dismissed insofar as it alleges violations of the Act not specifically found.

[20] In the event no exceptions are filed as provided by Sec. 102.46 of the rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[21] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."